

11/7/2023 10:35 am

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

U.S. DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
LONG ISLAND OFFICE

\_\_\_\_\_  
HILLEL TAL,

For Online Publication Only

Plaintiff,

-against-

**ORDER**

21-cv-5773 (JMA) (SIL)

COMPUTECH INTERNATIONAL, INC.,

Defendant.  
\_\_\_\_\_X

**AZRACK, United States District Judge:**

Plaintiff Hillel Tal commenced this breach of contract action against Defendant Computech International, Inc. (“CTI”) on October 7, 2021, in Nassau County Supreme Court. CTI removed the case to federal court on October 15, 2021, based on this Court’s diversity jurisdiction. The case was referred to mediation on January 20, 2022, where the parties failed to reach a settlement. Defendant moved to dismiss the Complaint on May 27, 2022. On November 1, 2022, I referred Defendant’s motion to Magistrate Judge Steven I. Locke for a Report and Recommendation (“R&R”). On referral, Judge Locke recommended that the motion be granted in its entirety, without prejudice. This Court adopted that R&R and dismissed the Complaint, granting Plaintiff leave to file an amended complaint. Plaintiff did so on February 1, 2023. This Court referred Defendant’s anticipated motion to dismiss the Amended Complaint to Judge Locke on April 24, 2023, for another R&R. Defendant filed its motion to dismiss on July 21, 2023, and Plaintiff opposed.

On October 18, 2023, Judge Locke issued an R&R recommending that Defendant’s motion to dismiss be granted in part and denied in part. Specifically, Judge Locke recommended that Defendant’s motion be granted as to Plaintiff’s New York Labor Law (“NYLL”), unjust

enrichment, and declaratory judgment claims. Judge Locke further recommended that Defendant's motion be denied as to Plaintiff's breach of contract claim. The parties did not file objections to Judge Locke's R&R. Having conducted a review of the full record and the applicable law, I adopt Judge Locke's R&R in its entirety as the opinion of the Court.

Those portions of a report and recommendation to which there is no specific reasoned objection are reviewed for clear error. See Pall Corp. v. Entegris, Inc., 249 F.R.D. 48, 51 (E.D.N.Y. 2008). The court "may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge." 28 U.S.C. § 636(b)(1)(C).

I have undertaken a clear error review of the record and the R&R, and I agree with Judge Locke's comprehensive and well-reasoned R&R. Accordingly, the Court grants Defendant's motion to dismiss Plaintiff's NYLL, unjust enrichment, and declaratory judgment claims. The Court further denies Defendant's motion to dismiss Plaintiff's breach of contract claim.

**SO ORDERED.**

Dated: November 7, 2023  
Central Islip, New York

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/s/ (JMA)  
JOAN M. AZRACK  
UNITED STATES DISTRICT JUDGE